BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Indent/Tender Reference No: BESCOM/ 23-24/IND0012
Dated: 16.09.2023

SECTION – II

INSTRUCTION TO BIDDERS
(ITB)

Replacement of existing Video Projection Wall System (VPS) by new VPS at both Control Centres (HSR & Rajajinagar) DAS, BESCOM, Bangalore for three years standard warranty plus two years of AMC service.

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Section - II

BRIEF DESCRIPTION:

The General Manager (DAS) on behalf of Bangalore Electricity Supply Company Limited (BESCOM) invites tender for **Replacement of existing Video Projection Wall System (VPS) by new VPS at both Control Centres (HSR & Rajajinagar) DAS, BESCOM, Bangalore for three years standard warranty plus two years of AMC service.**

Indent/Tender reference No.	BESCOM/23-24/IND0012 dated:16.09.2023
Approximate Amount Put to Tender	Rs. 6,75,00,000/- (Rupees Six Crores Seventy Five Lakhs Only)
Bid processing fee	Refer e-procurement website www.kppp.karnataka.gov.in
Earnest Money Deposit	Rs. 10,12,500/- (Rupees Ten Lakhs Twelve Thousand Five Hundred Only)
Date of availability of Bids	**25.09.2023, 16:00 Hours onwards**
Last date to submit bid queries	**11.10.2023 up to 11:00 Hours**
Date of Pre-bid meeting	**13.10.2023 at 11:00 Hours**
Due date for submission of Bids	**25.10.2023 up to 16:00 Hours**
Bid System	Two Cover System
a) Date of opening of Techno-commercial bid b) Date of opening of Price Bid	a) **26.10.2023, 16:00 Hours onwards** b) Will be opened after the Completion of Technical Evaluation.
Name of the Work	Replacement of existing LED based Video Projection System (VPS) by new Video Projection System
General Terms and Conditions	**Refer bid documents**
Technical Specification	**Refer bid documents**
Price Bid	The Bidder shall furnish Unit computed FORD price on the e-procurement portal in the option of "item wise bid commercial offer" and also furnish the breakup of prices in "Edit Break up of price quoted" option. The breakup of prices should contain Ex-works price, tax structure as applicable like Ex-works, CGST, SGST/ IGST, F&I etc., on e-procurement portal.

1. SCOPE OF WORKS

The scope of work includes Supply, Installation, Commission and Maintenance of Video Projection Wall at BICC-1, HSR Layout and BICC-2, Rajajinagara in Bengaluru.

The Contractor shall release existing LED based VPS system at both the BICC-1 and BICC-2. Further, contractor shall supply, install, commission and carry out the annual maintenance of VPS and support accessories.

In case of defect/ failure of the installed equipment/accessories within the warranty period, the contractor shall replace and provide service for the same at free of cost.

a. COMPREHENSIVE AMC SERVICE

Comprehensive AMC after 3 years of Standard Warranty Period for a period of two years
Comprehensive AMC should include the following;

- Preventive maintenance includes
    - Cleaning
    - Colour matching & Geometry Adjustment
    - Health check-up of equipment & others
- Breakdown maintenance
- Helpdisk services
    - Telephonic support – within 1 business hr.
    - Remote support– within 2 business hr.
    - Onsite support– within 1 business day.
- Spare part replacement – within 3 next business days on request.
- Technical/software updates if required.
- Provisional preventive maintenance checklist is as follows

Sl No	Activities	Nos
1	Half yearly Preventive Maintenance	2 visits/Year for 2 Years
2	Breakdown Quality inspection	2 visits/Year for 2 Years
3	On site breakdown support.	Need basis
4	Telephonic/remote support.	Need basis
5	Spare part replacement	Need basis
6	Providing Software Updates	Need basis

2. PERIOD OF CONTRACT

The Contract period is for three years standard warranty plus two years of AMC services. It can be extendable for one year on mutual agreement.

3. ELIGIBLE BIDDERS

(a) A Bidder shall not be one of the following;

i. a firm or an organization who lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project.

ii. any association/affiliates (inclusive of parent firm) of a firm or an organization mentioned in subparagraph (i) above, or

(b) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

(c) A firm shall submit only one bid individually. No firm can be a subcontractor while submitting a bid individually. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all of the proposals in which the bidder has participated to be disqualified.

The BESCOM requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of the contracts.

a) defines, for the purposes of this provision, terms set forth as follows; "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

4. QUALIFYING REQUIREMENTS OF BIDDERS

The Technical and Financial criteria of qualifying requirements are as specified in Section I – Invitation for Bids under the clause 4 of "Qualifying Requirements".

Sl. No.	Pre-Qualifying Requirements (PQR)	Documents to be uploaded
I	**TECHNICAL CRITERIA:**	
A	The bidder shall be a registered sole proprietorship firm or a partnership firm or a company incorporated under companies Act 1956/2013 incorporated	Bidder shall upload Certificate of Incorporation in case of Registered Company/ Partnership deed in case of Partnership Firm/proprietorship registration certificate/GST registration

	under partnership act and companies Act 1956/2013	certificate in case proprietor ship firm.
B	The bidder shall be an Original equipment manufacturer (OEM) or shall be an authorized dealer of an Original equipment manufacturer (OEM) of Video projecting system (VPS).	Bidder shall upload the following documents: **I. In case of OEM:** Manufacturing license **II. In case of Authorized dealer:** a) Valid Authorization letter from the OEM for supply of their products. b) Authorization letter from the OEM for participating in the subject tender assuring full guarantee as per the condition of the tender. c) Manufacturing license of original Equipment manufacturer
C	The Bidder or their OEM should have obtained the Detailed Work Award (DWA) of minimum 80% with respect to amount put to tender in any one of the preceding 3 years i.e., 2019-20, 2020-21, 2021-22 and (40% with respect to amount put to tender in case of Micro & Small Enterprises in any one of the preceding 2 years i.e., 2020-21, 2021-22) from any of the Central/State Government, Undertaking Electrical Utility, Government bodies or Public sector.	Bidder shall upload DWA issued from an officer not below the rank of Executive Engineer or equivalent rank officials of Central/State Government, Undertaking Electrical Utility, Government bodies or Public sector.
D	The Bidder or their OEM shall furnish the performance certificate for having supplied ,commissioned and satisfactorily working of Video Projection System (VPS) subject to minimum 80% with respect to amount put to tender in any one of the preceding 3 years ie., 2019-20, 2020-21, 2021-22 and (40% with respect to amount put to tender in case of Micro & Small Enterprises in any one of the preceding 2 years i.e., 2020-21, 2021-22) from any of the Central/State Government, Undertaking Electrical Utility, Government bodies or Public sector.	Bidder shall upload Performance certificate issued from an officer not below the rank of Executive Engineer or equivalent rank officials of Central/State Government, Undertaking Electrical Utility, Government bodies or Public sector.

E	The bidder must have been ISO 9001:2015 certified for Supply and Maintenance of Video Projection System (VPS)	Bidder shall upload valid ISO Certificate.
F	The bidder must have functional office in Bangalore.	Bidder shall upload Self-declaration
II	**FINANCIAL CRETIRIA**	
A	The Average annual financial turnover of the bidder should not be less than the amount put to tender(However it will be 50% in case of Micro & small Enterprises) during the last 3 preceding financial years i.e., 2019-20, 2020-21, 2021-22 (However ,it will be last 2 years i.e., 2020-21 ,2021-22 for Micro & small Enterprises)	The bidder shall upload a certified copy of the audited annual account statement/balance sheet/Profit and Loss statement of preceding 3 financial years viz., 2019-20, 2020-21, 2021-22. (However ,it will be last two years i.e., 2020-21 & 2021-22 for Micro & small Enterprises)
B	The Liquid Assets as on 30.06.2023 or at later date before last date of submission of technical bid consisting of cash at bank + Term Deposits + availability of fund based credit facilities in any of the Nationalized bank or Scheduled Bank shall not be less than 25% of the amount put to tender. The cash at bank, bank deposits and fund based credit facilities as on 30.06.2023 or at later date before last date of submission of technical bid shall be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance on given date. (The bidder is having the bank accounts in multiple banks. The cash at bank, bank deposits and fund based credit facility for the bidder should on the same date for all the banks). In case of Fund based credit facility, the certificate issued by the scheduled/nationalised bank duly mentioning the sanctioning limits / funds.	The cash at bank, bank deposits and fund based credit facilities as on 30.06.2023 or at later date before last date of submission of technical bid shall be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance amount on given date. (The bidder is having the bank accounts in multiple banks, the documents issued by banks supporting cash at bank, bank deposits and fund based credit facility for the bidder, should on the same date for all the banks).
III	**GENERAL CRITERIA**	
A	Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:	Bidder shall upload Self-declaration.

	a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or b) Record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or c) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.; and/or d) Defaulted/short closed due to non-performance against the order placed by any Public Electrical Utility/Govt. utility.; and/or e) Black-Listed by any Public Electrical Utility/Govt. utility.	
B	Litigation History: The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.	Bidder shall upload Self-declaration
C	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Bidder shall upload Registration certificate issued by the competent authority.
D	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: *I have read the clause regarding restrictions on*	Bidder shall upload Self-declaration as per enclosed format specified.

	procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	

5. GENERAL CRITERIA:

a. Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, if they have made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and/or Record of poor performance such as not properly completing the contract of financial failures etc.

b. The Bidder shall furnish the originals of all the documentary proof uploaded for the above mentioned Qualifying requirements, if required.

c. BESCOM reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.

d. The Bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the Bidder has accepted terms & conditions of the tender.

e. BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.

f. In the event of the information furnished by the bidder is found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may forfeit the bid security deposit and disqualify the offer of such bidder and blacklist the firm.

g. In the event of the information furnished by the bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the contract award other than forfeiting the Security Deposits against the contract award and blacklist the firm by recovering the losses and levy liquidated damages.

h. Bid documents will be issued to prima facie qualified agencies in good faith. However, such issue of Bid document will not automatically mean that agencies are considered qualified. Such qualification will be reviewed at the time of the evaluation of the Bids.

i. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

j. The name and address along with seal of the authorized representative of the Bidder who will be interacting in future has to be furnished.

k. The tender not submitted through e-procurement portal and also non-submission of EMD is liable to be rejected.

l. BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

m. The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

n. The Bidder/ firm having criminal background or insolvent are not eligible to participate in the tender.

o. Notwithstanding anything stated herein above, BESCOM reserves the right to assess the capacity and capability of the bidder, if the circumstances warrant such assessment in the interest of BESCOM. BESCOM reserves the right to waive any minor non-conformity or any minor irregularity in an offer, if they do not affect the capability of the Bidder to perform the contract.

p. In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

q. If any false declaration is submitted by the bidder, then BESCOM reserves the right of rejection of contract and forfeiting of performance guarantee submitted by the firm

r. Notwithstanding the above, if it is found that the performance vis-à-vis the Purchase Orders placed on the bidder by any Purchaser, is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

s. The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.

t. Quantities noted above are provisional and subject to change as per provisions of KTPP Act.

u. BESCOM reserves the right to cancel, withdraw, or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

v. Conditional offers are liable for rejection.

w. The Bidder shall have to be an entity registered in India in accordance with law.

x. The Bidder shall follow Indian laws regulations and standards

6. TYPE OF TENDER

Tender is invited in two part system as below:

6.1 PART-I: TECHNO-COMMERCIAL BID

Techno commercial bid contains technical and commercial conditions of the tender. The bidders shall read all technical particulars and commercial conditions carefully before uploading the same in the e-procurement portal. The relevant documents in support of meeting the eligibility criteria should be furnished in the techno-commercial bid.

6.2 PART-II: PRICE BID

The Bidder shall furnish Unit computed FORD price inclusive of all applicable taxes and duties on the e-procurement portal in the option of "item wise bid commercial offer" and also furnish the break-up of prices in "Edit Break up of price quoted" option. The break-up of prices should contain structure as applicable GST, F&I and etc., on e-procurement portal.

7. ISSUE OF TENDER DOCUMENTS

Bidders can download the tender documents from e-procurement portal (www.kppp.karnataka.gov.in) from **25.09.2023, 16:00 Hrs onwards.**

a) **Submission of tender documents:** All the Tender Documents shall be uploaded through e-Procurement Portal on or before **25.10.2023, 16:00 Hrs.**

b) **Opening of Technical bid:** The Technical bids will be opened on **26.10.2023, 16:00 Hrs onwards** in the e-procurement Portal. Price bids of Techno-commercially responsive firms will be opened after completion of Techno-Commercial evaluation.

8. CONTENTS OF BID DOCUMENTS

The goods required, Bidding procedures and contract terms are prescribed in the Bid documents. In addition to the Invitation for Bids, the Bid documents include:

a) Section I - Invitation for Bidders (IFB)
b) Section II -Instructions to Bidders (ITB)
c) Section III -General Terms and Conditions of Contract (GCC)
d) Section IV -Technical Specifications
e) Section V -Annexures

9. UNDERSTANDING OF BID DOCUMENTS

The prospective bidder is expected to read all instructions, forms, terms and specifications in the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10. COST OF BIDING:

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Techno - Commercial and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. CLARIFICATION OF BID DOCUMENTS

a) If the prospective bidder finds any discrepancies or omissions in specifications, document or is in doubt as to the true meaning of any part, he shall at once make a request in writing, for an interpretation/ clarification, to the employer.

b) The employer will issue clarifications as fit in writing/ upload in the website/issue corrigendum in the e-procurement portal/ issue instructions in the e-procurement portal for any such requests received from the bidder seeking clarification on or before the date mentioned in the e-procurement portal.

c) All the clarifications will be notified to the bidders in the e-procurement website/Email and all such clarifications shall form part of the Bidding Document and the same shall be incorporated in the bids.

d) Verbal clarification and information given by employer or his employee(s) or his representative(s) shall in no way be binding on the employer.

e) A pre-bid meeting shall be held **on 13.10.2023 at 11:00 Hours** at the O/o The General Manager (DAS), BESCOM Integrated Control Center-1, 17th cross, 24th Main, Sector-2, HSR layout, Bangalore-560102. All the interested bidders who require clarification on any aspect of this bid should send their queries in writing/email on or before the date mentioned in the e-procurement portal.

f) The queries shall be dealt with at the pre-bid meeting. Based on the outcome of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial proposals) or extended date, if deemed necessary, BESCOM reserves the right to add/modify/ delete any portion of this document by issuing an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on the bidders.

g) Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the e-Procurement platform/Email and need to mention their firm credentials along with online queries.

12. AMENDMENT OF BID DOCUMENTS

a) The employer at his discretion may alter, amend or modify the bidding conditions at any time prior to the last date fixed for submission of bids. All such amendments or modifications will be notified in e-Procurement portal and the Employer will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

b) In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids employer may at his discretion extend the last date for submission of bids as deemed fit.

c) Such amendments, clarifications, etc, shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

d) The addendum/corrigendum will be uploaded on the http://kppp.karnataka.gov.in website. Bidders are requested to visit the website frequently to check for any amendments.

13. LANGUAGE OF BID

The bids shall be prepared in English language. Bids submitted other than English language is liable for rejection. All correspondence including clarifications if any will be communicated in English language only.

14. VALIDITY OF BIDS

a) Bids shall remain valid for **180 Days** from the date of opening of the Bids as prescribed by BESCOM.

b) In exceptional circumstances, the employer may seek bidder's consent for an extension of the bid validity period. The request and consent both shall be made in writing.

15. DOCUMENTS COMPRISING THE BID

The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Biding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the e-procurement portal.

The Bidder shall also upload documentary evidence in the e-procurement portal to establish that the Bidder meets the Qualification Requirements as detailed in IFB Clause 4 and accompanying Special Conditions of Contract if any.

SSI Certificate shall be uploaded with the Techno commercial Bid, if applicable.

The EMD shall be paid in accordance with the EMD clause of this section.

16. PRICES

a) The Prices are Fixed and Firm throughout the period of contract, except taxes. No price variation will be allowed. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

b) Any variation in the rates etc., will not be allowed on any ground, such as a mistake while quoting in the e-procurement portal, misunderstanding etc., after the Bid has been submitted. If the firm becomes lowest Bidder by virtue of such rates quoted, and does not agree to supply at the quoted rates, the EMD of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

c) Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities.

d) This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning, commissioning and integration of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by BESCOM when executed and shall be deemed to be covered by the prices for other items.

17. TAXES AND DUTIES

a) Bidder shall quote inclusive of all taxes and duties. If no mention is made then prices quoted will be evaluated as inclusive of all taxes.

b) The service charges have to be mentioned in the form of Rupees (amount) not in percentage. If no mention is made then prices quoted will be evaluated as of all inclusive.

c) Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owner. In case of deductions of statutory taxes, prevailing procedure will prevail.

d) As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

e) Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of Work Contract Tax, Service Tax etc., in respect of this contract and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

f) If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

18. COST AND CURRENCY

The Bidders shall quote their offer as prescribed in the price Bid in Indian Rupees only including the following:

i. Cost of the equipment/material.

ii. Transportation and forwarding charges to the designated store.

iii. Insurance to cover equipment/material to cover up to installation/supply of equipment/material at the BESCOM site and handing it over to the BESCOM.

iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.

v. Vendors have to make their own arrangements for obtaining road permits wherever needed.

19. INCIDENTAL COST OF BIDDING

The bidder shall bear all costs and expenses associated with preparation and submission of bid including post-bid discussions, technical & other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

20. METHOD OF SUBMITTING THE BID

a) The bids shall be submitted through e-procurement portal only on or before the last date and time for submission of bids on or before the date and time as mentioned in the e-Procurement platform.

b) Bids without requisite EMD as specified in the bid documents will not be able to access for submission of bids.

c) All the documents in support of qualifying requirements shall be scanned and uploaded in the e-Procurement portal www.kppp.karnataka.gov.in

d) Bids not complying with the documents (to be uploaded in e-procurement portal) and other statutory requirements (Fees/ EMD etc) will not be considered for opening of price bids and award.

21. SUBCONTRACTING OR SUBLETTING OF WORK

Any sub-contracting or subletting of work under the contract is not permitted.

22. TENDER PROCESSING FEE

The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee as specified in the e-procurement portal www.kppp.karnataka.gov.in.

23. EARNEST MONEY DEPOSIT (EMD)

The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee & EMD.

a) Tender processing Fee means the non-refundable fee specified by the competent authority (e-Governance) to be paid by the individual Bidder

for participation in tenders floated on the Karnataka Public procurement portal www.kppp.karnataka.gov.in.

b) Bids shall be accompanied by Tender Processing Fee, for an amount as mentioned in the e-Procurement platform, and EMD for an amount as indicated under shall be submitted through any of the four e-payment modes mentioned in the e-procurement Portal.

The EMD for the tender is **Rs 10,12,500.00 (Rupees Ten lakh Twelve Five hundred Only)**

c) Permanent EMD holders (if any) for Turnkey Projects with BESCOM are **Not exempted** from furnishing the EMD. **PEMD HOLDERS SHOULD ALSO FURNISH EMD.**

d) Government/Quasi Government/Public Sector undertakings are not exempted from furnishing the EMD. However, GoI/GoK undertakings like MECON, KAVIKA, MEI etc., are allowed to pay the stipulated EMD against individual tenders in the form of Bank Guarantee.

Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.

Earnest Money Deposit of the successful Bidder will be refunded after fulfilment of the Security Deposit Clause. The deposit towards EMD shall not carry any interest. Permanent EMD will not be considered.

24. EMD FORFEITURE

a) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the bid form; or In case of successful Bidder, if the agency fails to sign the contract in accordance with the terms of the tender document.

b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.

c) Fails or refuses to honour his own quoted prices for the services or part thereof.

25. LAST DATE FOR SUBMISSION OF BIDS

The tender documents shall be submitted through e-procurement portal www.kppp.karnataka.gov.in on or before **16:00 Hrs of 25.10.2023.**

Proposals shall be received by BESCOM using unified e-Procurement platform of the BESCOM, no later than the time and date stipulated in the tender/e-procurement portal.

Note: It will be in the interest of bidders to familiarize themselves with e-Procurement system to ensure smooth preparation and submission of tender documents, well in time.

26. OPENING OF TECHNO-COMMERCIAL BIDS

The Techno-commercial bids will be opened on **26.10.2023 at 16:30Hrs**.
The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

27. CLARIFICATIONS FROM BIDDERS

To assist in the evaluation and comparison of bids, employer may at his discretion ask the bidder for a clarification of his bid in accordance with KTPP act. The request for clarification and the response shall be in writing but no change in the quoted price is permitted in the post tender clarifications.

28. CONTACTING THE EMPLOYER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is not made by employer to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, employer and/or his employees/ representatives on matters related to the bids under consideration. If bidder wishes to bring additional information to notice of the BESCOM, it should be done in writing.

29. REJECTION OF BID

Any effort by a Bidder to influence the BESCOM in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder's bid.

Any false declaration by bidder during or after the bidding process would result in blacklisting of the bidder, forfeiture of entire Performance Bank Guarantee/Earnest Money Deposit and payments due to the bidder.

BESCOM reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

30. RIGHT TO ACCEPT/REJECT BIDS

BESCOM reserves the right to accept any bid, to annul the Tender process & reject all bids at any time prior to award of Contract, without any obligation to inform the affected Bidders on the grounds for BESCOM's action.

The BESCOM reserves the right to negotiate the financials with the L1 Bidder and seek revised financial bid.

31. TECHNICAL EVALUATION OF BIDS

The bids submitted in e-procurement platform will be evaluated on the basis of techno-commercial information furnished by the bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be

treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the bidder.

32. OPENING OF PRICE BID

The price bids of all the techno-commercially responsive bidders will be opened after the prior approval from the BESCOM Management and Tender Scrutiny Committee. The date and time of opening of the price bid will be intimated to all qualified bidders through e-procurement portal.

33. EVALUATION/COMPARISON OF PRICE BIDS

The price bids of the bidders will be evaluated on the total computed cost as per the price bid uploaded in the e-procurement portal.

34. NEGOTIATIONS

The lowest rates quoted by bidder will be compared with respect to the amount put to tender and prevailing market price. In the opinion of the employer, if the lowest offered rate of the bidder is found to be on the higher side, then negotiation of rates will normally be done with L-1 bidders only in terms of KTPP Act.

35. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

36. LIQUIDATED DAMAGES

The Liquidated Damages charges shall be levied as per Clause 'LIQUIDATED DAMAGES' provided in the General Conditions of Contract, on the total value of the contract/Award amount.

The firm shall deliver the items within 45 days of intimation by BESCOM which shall be provided during/after the issue of Letter of Intent.

37. NOTIFICATION OF AWARD

Employer will notify the successful bidder in writing by letter or fax that his bid has been accepted prior to expiry of bid validity and/or extended validity period, if any.

The General Manager, DAS, BESCOM, Bengaluru will place the Purchase Order on the successful Bidder whose Bid has been determined to be substantially techno-commercially responsive and has been determined as the lowest evaluated Bid, in accordance with provisions of KTPP act and its amendments at the approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

38. ISSUE OF WORK AWARD

BESCOM will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the bid with lowest quote, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

a) Detailed Work award (DWA) will be issued by the General Manager (DAS), BESCOM.

b) The conditions indicated in the DWA, Bidding Documents, Annexure will be binding upon BESCOM and the successful bidder.

c) On receipt of the DWA, if the successful bidder needs clarification on any of the terms/conditions he shall raise the issue specifically and get the matter clarified immediately.

39. SIGNING OF CONTRACT

a) Within 7 (Seven) days on receipt of the notification of award, the successful Bidder shall sign and date the same and return it to BESCOM for its acceptance.

b) The Bidder will prepare the Contract Agreement as per the pro-forma enclosed and the same will be signed within 15 (Fifteen) days of Notification of Award.

40. TERMINATION OF DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 15 days written notice of default sent to the Service Provider, terminate the Contract in whole or in part.

a) If the Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Bidder fails to perform any other obligation(s) under the Contract.

41. LOCATION OF SUPPLY

The materials/equipment's being procured through this tender shall be supplied by the contractor to BESCOM Central Store, Rajajinagar or as per the Purchase Order/Dispatch Instruction. BESCOM reserves the right to make changes in the locations list given to the contractor.

42. WORK SCHEDULE

a) The Contractor shall execute the work as detailed in the scope of work after the issuance of DWA.

b) Any other items of work not specifically mentioned, but which are essentially required for satisfactory performance & completeness of these works shall be deemed to be included in the scope of works and the same shall be executed / carried out by the Contractor at mutually agreed rates with BESCOM.

c) The whole of the works together with any temporary works associated there with shall be carried out by the Contractor in a satisfactory and workmanship like manner with the materials and workmanship as

specified to the entire satisfaction of the Engineer-in-charge, and in respect to work the decision of Engineer-in-charge will be final.

43. PAYMENT

All payments under the Contract shall be in Indian Rupees only.

The terms of payment shall be based on payment milestones as detailed below:

1. **Payment Milestones for Supply and Installation Portion**

Milestone 1: 60% of the Payment will be arranged by AGM (F&C), DAS, BESCOM, Bangalore on Successful delivery of the material, against delivery Certificate by O/o GM(DAS) and MAS from Executive Engineer (Ele), BESCOM stores, Rajajinagar, Bangalore and Warranty Certificate for all the materials supplied by firm.

Milestone 2: 30% of the Payment will be arranged by AGM (F&C), DAS, BESCOM, Bangalore against Installation & Commissioning of VPS and Installation/Commissioning Certificate by O/o GM (DAS).

2. **Payment Milestones for AMC Portion after completion of 3 year standard warranty**

Milestone 3: First Year of AMC
Five percent (5%) of the Payment towards completion of Annual comprehensive maintenance will be arranged by AGM (F&C), DAS, BESCOM, Bangalore on Half yearly basis on submission of invoice in triplicate with authenticated seal and signature of concerned DAS official along with service report

Milestone 4: Second Year of AMC
Five percent (5%) of the Payment towards completion of Annual comprehensive maintenance will be arranged by AGM (F&C), DAS, BESCOM, Bangalore on Half yearly basis on submission of invoice in triplicate with authenticated seal and signature of concerned DAS official along with service report

44. LIMITS ON PROMOTION

The bidder shall not make any reference to BESCOM or this contract or resulting contract in any literature, promotional material, brochures, sales presentation or similar acts without the prior written consent of BESCOM. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the BESCOM field offices through any kinds of hoardings, banners or similar acts without the prior written consent of BESCOM.

45. USE AND RELEASE OF BID SUBMISSIONS

BESCOM is not liable for any cost incurred by the bidder in the preparation and production of the proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to execution of a formal contract. All materials submitted become the property of BESCOM and may be returned at sole discretion of employer.

46. MODIFICATION AND WITHDRAWAL OF BIDS

No modification or withdrawal of bids is permitted in accordance with the unified e-Procurement platform.

47. CORRECTION OF ERRORS

Bidders are advised to exercise greatest care in entering the pricing figures. No excuses are entertained for the mistakes that have been made or requests for prices to be corrected. The e-Procurement portal will not allow any corrections after the submission of the bid.

48. PERFORMANCE BANK GUARANTEE

- The successful bidder shall deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) within 15days, after the receipt of LOI or prior to signing of the contract whichever is earlier from a Nationalized Bank, payable on demand at Bangalore, for the due performance and fulfilment of the contract by the bidder.
- This Performance Bank Guarantee will be for **an amount of 10% of the total contract value.** All charges whatsoever such as premium; commission etc., with respect to the Performance Bank Guarantee shall be borne by the bidder.
- The validity of the performance bank guarantee shall be as per the terms and conditions in the Performance Bank Guarantee mentioned in the General Conditions of Contract (GCC).
- The Performance Bank Guarantee shall be discharged/ returned by BESCOM upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee (PBG).
- In the event of the bidder being unable to provide service during the contract for whatever reason, BESCOM shall revoke the PBG. BESCOM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- BESCOM shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part.
- The PBG shall be furnished in format prescribed by employer (shall be provided on receipt of LOI by the successful bidder).

49. LAW, JURISDICTION, DISPUTES RESOLUTION and ARBITRATION

a) Party claiming that a Dispute has arisen under this work award must give the other Party a written notice of the particulars of the Dispute.

b) Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

c) If the party fails to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) and subsequent Amendments made thereon, to be adjudicated by a sole arbitrator to be appointed by mutual

agreement of both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the Parties. (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed).

d) The place of arbitration shall be in Bangalore. The arbitral procedure shall be conducted in English language.

e) The cost of arbitration including the fees of arbitrator shall be borne by both the parties equally.

f) During the settlement of disputes and Arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

g) The award of the arbitrator shall be final and conclusive and binding upon the parties.

h) The courts of Bangalore only shall have the exclusive jurisdiction to deal with any issues arising out of this agreement.

Sd/-

General Manager,
DAS, BESCOM.